

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

Page 1 of 2

1. REQUISITION NUMBER EZAJF100-2-40004	2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE See block 31c
4. ORDER NUMBER	5. SOLICITATION NUMBER 52-DGBA-2-90006	6. SOLICITATION ISSUE DATE: JAN 14, 2002
7. FOR SOLICITATION INFORMATION CALL	a. NAME Bert Szymanski Contract Specialist	b. TELEPHONE NUMBER (No collect calls) 301 713-0829 X 207

8. OFFER DUE DATE/LOCAL TIME: FEB 04, 2002, 3:00 PM EST.

9. ISSUED BY Code: OFA613  U.S. Dept of Commerce, NOAA AMD, Acquisition Management Div. 1305 East-West Highway, Sta #7604 Silver Spring, Maryland 20910	10. THIS ACQUISITION IS [X] UNRESTRICTED [ ] SET ASIDE 100% FOR [ ] SMALL BUSINESS [ ] SMALL DISADV. BUSINESS [ ] 8(a) SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [ ] SEE SCHEDULE	12. DISCOUNT TERMS  Net 30	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING
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14. METHOD OF SOLICITATION [ ] RFQ [ ] IFB [X] RFP

15. DELIVERY TO CODE: OFA114 Department of Commerce Bureau of Export Administration 14 <sup>th</sup> & Constitution Ave., N.W. Washington, D.C. 20230 Attn: Bonnie Carr 202/482-2734	16. ADMINISTERED BY CODE: OFA613 (If other than Item 9) U.S. Dept of Commerce, NOAA AGF, Acquisition Management Div. 1305 East-West Highway, Sta #7604 Silver Spring, Maryland 20910
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17a. CONTRACTOR/OFFEROR   Facility Code	18a. PAYMENT WILL BE MADE BY: CODE:  U.S. Dept of Commerce, NOAA Finance Division, OA111 20030 Century Blvd, MSC 7025 Germantown, Maryland 20874
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[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO THE ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM
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19 ITEM NO	20 SCHEDULE OF SUPPLIES SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	SEE NEXT PAGE				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT \$
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☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1,  
FAR 52.212-4. FAR 52.212-3, FAR 52.212-5 ARE ATTACHED.  
ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4.  
FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO  
☒ ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET  
FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT  
TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE \_\_\_\_\_ OFFER DATED \_\_\_\_\_. YOUR  
☐ OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH  
ARE SET FORTH HEREIN, ARE ACCEPTED AS TO ITEMS: \_\_\_\_\_

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA  
(SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER  
OF SIGNER (TYPE OR PRINT)

31b. NAME OF CONTRACTING OFFICER  
(TYPE OR PRINT)

30c. DATE SIGNED

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN  
☐ RECEIVED ☐ INSPECTED  
☐ ACCEPTED AND CONFORMS TO THE  
CONTRACT, EXCEPT AS NOTED

32b. SIGNATURE OF AUTHORIZED  
GOVT. REPRESENTATIVE

32c. DATE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

<input type="checkbox"/>	PARTIAL	<input type="checkbox"/>	FINAL
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36. PAYMENT  
☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT FOR PROMPT PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (PRINT)

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL PRODUCTION

STANDARD FORM 1449 (10-95)  
PRESCRIBED BY GSA-FAR(48 CFR)53.212

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## ADDENDA

### CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24

#### PRICE SCHEDULE

Item Number	Supplies/Services	Qty	Unit	Unit Price	Total Price
<u>Base Period</u>					
0001	2002 BXA Update Conference On Export Licensing and Controls as described in Section A.2, Statement of Work.				
0001AA	Conference Facilities and Additional Items as described in Section A.2, Statement of Work (SOW).	3	Days	\$ _____	\$ _____
0001AB	Banquet Services for breakfast, coffee breaks, luncheons, and receptions as described in Section A.2, Statement of Work (SOW).	3	Days	\$ _____	\$ _____
	01 Continental Breakfast	3 days	@ \$ _____	= \$ _____	
	02 Luncheon	3 days	@ \$ _____	= \$ _____	
	03 Coffee Breaks	3 days	@ \$ _____	= \$ _____	
	04 Pre-Reception	2 hrs.	@ \$ _____	= \$ _____	
	05 Cocktail Reception	3 hrs.	@ \$ _____	= \$ _____	
0001AC	Audiovisual/Communications facilities as described in Section A.2, Statement of Work (SOW).	3	Days	\$ _____	\$ _____

TOTAL DOLLAR AMOUNT FOR BASE PERIOD: \$ \_\_\_\_\_

Note: In reference to Section A.2, Statement of Work, Section 4. Sleeping Accommodations, the Government will not guarantee the use of rooms in the block. Payment for sleeping accommodations are not under this contract. Attendees will be responsible for making their own reservations and payments for sleeping accommodations. However, the contractor should provide rate information within the Government per diem rate in its price proposal.

CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24

# PRICE SCHEDULE

Item Number	Supplies/Services	Qty	Unit	Unit Price	Total Price
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## OPTION PERIOD I

0002 2003 BXA Update Conference On Export  
Licensing and Controls as described in  
Section A.2, Statement of Work.

0002AA	Conference Facilities and Additional Items as described in Section A.2, Statement of Work (SOW).	3	Days	\$ _____	\$ _____
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0002AB	Banquet Services for breakfast, coffee breaks, 3 luncheons, and receptions as described in Section A.2, Statement of Work (SOW).	Days	\$ _____	\$ _____
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01 Continental Breakfast	3 days	@ \$ _____	= \$ _____
02 Luncheon	3 days	@ \$ _____	= \$ _____
03 Coffee Breaks	3 days	@ \$ _____	= \$ _____
04 Pre-Reception	2 hrs.	@ \$ _____	= \$ _____
05 Cocktail Reception 3 hrs.	@ \$ _____	= \$ _____	

0002AC	Audiovisual/Communications facilities as described in Section A.2, Statement of Work (SOW).	3	Days	\$ _____	\$ _____
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TOTAL DOLLAR AMOUNT FOR OPTION PERIOD I: \$ \_\_\_\_\_

TOTAL CONTRACT DOLLAR AMOUNT: \$ \_\_\_\_\_

Note: In reference to Section A.2, Statement of Work, Section 4. Sleeping Accommodations, the Government will not guarantee the use of rooms in the block. Payment for sleeping accommodations are not under this contract. Attendees will be responsible for making their own reservations and payments for sleeping accommodations. However, the contractor should provide rate information within the Government per diem rate in its price proposal.

## A.2 STATEMENT OF WORK/SPECIFICATIONS

### STATEMENT OF WORK UPDATE CONFERENCE ON EXPORT LICENSING AND CONTROLS

1. The statement of work is for a facility to accommodate a conference on export controls; meeting space, sleeping accommodations and food and beverage service. This is a two year procurement request to hold Update West within the first three weeks of April 2002 and 2003. In April, 2002, the facility shall be located in L.A. County or Orange County. In April, 2003, the facility shall be located in San Francisco County, Santa Clara County, San Mateo County, Santa Cruz County, Monterey County, Sonoma County, Napa County, Marin County, Alameda County, Solano County, or Contra Costa County. For both, the conference facility should be less than a 1 hour taxi ride to and from airport. The Contracting Officer's Technical Representative (COTR) reserves the right to determine the exact date for the conferences within the first three weeks of April based on facility availability. The conferences are a two- or three-day program that will begin with early arrival on the evening before event. Registration will begin at 7:30 each morning. Sessions begin at 8:30 a.m. and end at 5:00 p.m. each day. Conference cannot be held over holidays or weekends. They must be held Monday through Friday only.
2. There should be ample on-site parking available. Airport should be easily accessible by taxicab and/or shuttle.
3. Meeting rooms to be provided include the following:

#### **Plenary Session Meeting Room** - 400-500 people

Seating for attendees shall be arranged in either theater or classroom style

1 adjustable lighted standing podium with flexible 2 tables (6' long) one on each side of podium with draped/skirted front on each 6 chairs (3 per table)

2 microphones for 2 tables (1 per table)

Dais/Riser for tables and podium

2 portable microphones for audience use

**Breakout Rooms** (3 breakout rooms combined should accommodate 400-500 participants with preferably classroom style seating)

1 table podium or podium at center

2 tables draped and skirted to accommodate 4 panelists

Chairs for 4 persons, 2 at each table on either side of podium

Dais (Riser)  
2 portable microphones for audience use

**Exhibit Space** (1600 square feet minimum) may include "public" area of facility which accommodates both stand-alone exhibit booths and table-tops.

**Private Dining Rooms** (2 lunches [500-600 each], reception [600-700] attendees)

1 table near speaker reserved at luncheons  
1 adjustable standing podium with flexible microphone.  
Riser for podium  
Pipe and drape to provide backdrop for luncheon speaker

**Meeting Control Room**

1 telephone line including outside line  
4 work tables  
8 chairs  
Storage area for conference materials (boxes)

4. **Sleeping Accommodations** - Block of 200-300 standard rooms for 2-3 nights, reduce block third evening, plus provide overflow facility if more rooms are needed.

5. **Registration Area**

**General Registration:** Registration area within close proximity to meeting control room

with 4 tables, 8 chairs, 1 telephone line (to include outside line), 1 message board. Plenary session should be close to this area.

6. **Break Time Schedules**

**Day 1**

Exhibitors set-up in afternoon  
Pre-registration and reception, 6:00p.m.-8:00p.m.

**Day 2**

Continental Breakfast: 7:30 a.m. - 8:30 a.m.  
AM coffee break: 10:10 - 11:00 coffee, tea, juice  
Lunch: 12:00 noon to 1:15 p.m.  
PM coffee break: 2:00 p.m. to 3:00 p.m. - coffee, tea, soda, cookies  
Cocktail Reception 5:30 p.m.- 8:30 p.m.

**Day 3**

Continental Breakfast: 7:30 a.m. - 8:30 a.m.

AM coffee break: 10:10 - 11:00 coffee, tea, juice

Lunch: 12:00 noon to 1:15 p.m.

PM coffee break: 2:00 p.m. to 3:00 p.m. - coffee, tea, soda, cookies

3:00 p.m. - Exhibits begin breakdown

\*Quantities to be determined later

7. **Audiovisual and Communications Facilities:**

AV to include powerpoint projectors, laptops, and screens in each breakout room (3).

Aforementioned microphones. Possible VCR and sound system.

8. **Additional items:**

Easels for outside meetings rooms.

Walkie-talkies to communicate with hotel staff.

Lunch to be delivered to staff in Meeting Control room during conference.

(Number to be determined later)

All tables in meeting rooms must be draped and skirted.

At least two sets of keys must be provided for Meeting Control room to Commerce staff.

Business Center to provide copies, faxes, etc., upon request.

Hotel to provide staff to move materials from storage area to registration area and meeting areas as needed without charge.

A.3 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

1. \_\_\_\_\_, is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contracting Office in writing.



The COTR's location is:

U. S. Department of Commerce  
Bureau of Export Administration (BXA)  
Room 1099D  
14<sup>Th</sup> & Constitution Avenue, N.W.  
Washington, D. C. 20230

Telephone number is: (202) 482-2734 .

2. The responsibility and limitations of the COTR are as follows:
  - (a) The Contracting Officer's Technical Representative (COTR) is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
  - (b) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The CO may designate, in writing, citing this clause, assistant COTR(s) to act for the COTR in assigned areas as specified in the designation.

#### A.4 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and the Government shall have no obligation to adjust the contract value to cover any increase in costs incurred as a result thereof.

#### A.5 PERIOD OF PERFORMANCE

The period of performance of this contract is from the date of contract award through February 20, 2003 and may be extended if the Government elects to exercise options under this contract. In any event, if the Government exercises all of the contract options, the period of performance under this contract cannot exceed 24 months.

## A.6 OPTION PERIODS

The Government may exercise an option in accordance with the schedule as set forth herein:

Option Period I - February 21, 2003 thru February 20, 2004

## A.7 KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key personnel:

### **Project Manager \***

\* To be designated at time of award.

(b) Within thirty (30) days prior to the conference start date the contractor shall make no substitution of key personnel unless the substitute is necessitated by illness, death, or termination of employment. The contractor shall notify the Contracting officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph © below. After this 30 day period, the contractor shall submit the information required by paragraph © to the Contracting Officer at least 15 days prior to making any permanent substitution.

© The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resume for the substitute, and any additional information requested by the Contracting Officer. The proposed substitute should have comparable qualifications to those of the person being replaced. The Contracting Officer will notify the contractor within 15 calendar days after receipt of all required information of the decision on substitution. The contract will be modified to reflect any approved changes to key personnel.

## CONTRACT CLAUSES

### B.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER

TITLE

DATE

52.212-4 CONTRACT TERMS AND CONDITIONS-- MAY 1999  
COMMERCIAL ITEMS

B.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE  
ORDERS--COMMERCIAL ITEMS (AUG 2000)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I to 52.219-5

\_\_\_ (iii) Alternate II to 52.219-5

XX (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

XX (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

\_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L.103-355, section 7102, and 10 U.S.C. 2323) (if the

offeror elects to waive the adjustment, it shall so indicate in its offer).

XX (ii) Alternate I of 52.219-23.

— (9) 52.219-25, Small Disadvantaged Business Participation Program—  
Disadvantaged Status and Reporting (Pub. L.103-355, section 7102, and 10  
U.S.C. 2323).

— (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive  
Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the  
Vietnam Era. (38 U.S.C. 4212).

XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the  
Vietnam Era (38 U.S.C. 4212).

— (16) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41  
U.S.C. 10a-10d).

— (17) (i) 52.225-3, Buy American Act--North American Trade Agreement--Israeli  
Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301  
note, 19 U.S.C. 2112 note).

— (ii) Alternate I of 52.225-3.

— (iii) Alternate II of 52.225-3.

— (18) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

— (19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

— (20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

— (21) [Reserved.]

XX (22) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor  
Registration (31 U.S.C. 3332).

— (23) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central

Contractor Registration (31 U.S.C. 3332).

- \_\_\_ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- \_\_\_ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- \_\_\_ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
  - XX (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
  - XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - \_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
  - \_\_\_ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).
- (d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
  - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this

contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

## **CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

### **C.1 DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

Attachment 1 - Menu from a previous conference (to be used for reference)

## ATTACHMENT 1 - MENU FROM A PREVIOUS CONFERENCE

Time	Function	Location	EXP
5:30PM - 8:00PM	Reception	Grand Ballroom	900

### 5:30PM BEVERAGE PACKAGE GRAND BALLROOM

Premium Open Bar for 2hrs

Unlimited Open Bar

Premium Cocktails

Smirnoff Vodka, Beefeater Gin, Bacardi Rum, Marker's Mark Bourbon, J&B Scotch, Canadian Club Blended Whiskey, Jose Cuervo Gold Tequila and Hennessy VS Brandy

Domestic Beer

Imported Beer

Wine

Champagne

Mineral Water

Soft Drinks

*Included in Package*

### 5:30PM RECEPTION PACKAGE GRAND BALLROOM

Reception

Imported and Domestic Cheese Presentation

Imported and Domestic Cheeses with Whole Fresh Fruits, Lavosh, French Bread and Water Crackers

Miniature Chicken Cordon Bleu

Miniature Beef Wellington

Crab Rangoon  
with Plum Sauce

Spanakopita

Assorted Dim Sum with Soy Sauce

Assorted Italian Breads to Include:  
Grissini, Panini, and Focaccia

Crusty Crab Cakes

Served Over Black Bean Coulis with Lime and Curnin Accompanied by Tomatillo Salsa



Swordfish Medallions  
Pinenut Encrusted with Chunky Papaya Relish

Citrus Marinated Shrimp and Scallops  
Sauteed to Order

Baby Back Ribs

Pasta Station  
Prepared to Order, Spinach Filled Egg Ravioli with Red Bell Pepper Coulis and Cheese Sauce

Sun-Dried Tomato Tortellini  
Filled with Gorgonzola and Pine Nuts, Sauteed with Prosciutto, Radicchio and Light Cream Sauce

(2) Japanese Sushi Display  
Assorted Sushi and California Rolls, Attractively Displayed with Wasabi, Pickled Ginger and Soy Sauce

Peking Duck  
Carved and served with Dark Plum Sauce and Scallions Wrapped in Cheese Pancakes

Carved Rack of Lamb Provencal  
Rack of Lamb coated with Herbs and Bread crumbs with Port Wine Glaze

Triple-Peppered Beef Tenderloin  
Tenderloin of Beef Rolled in Three Varieties of Peppercorn, Roasted and Sliced over Truffled Bordelaise

International Coffee Station  
Assorted Flavor Coffees, Herbal Teas, Cinnamon Sticks, Shaved Chocolate, Whipped Cream, Sugar Cubes,  
Orange and Lemon Rinds

Pastry Chef Francois  
Will Delight You With His Selections of Miniature French Pastries, Mousses and Displays

*Included in Package*

## **SOLICITATION PROVISIONS**

### **D.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS**

NUMBER	TITLE	DATE
52.212-1	INSTRUCTIONS TO OFFERORS-- COMMERCIAL ITEMS	MAR 2000

### **D.2 PROPOSAL PREPARATION INSTRUCTIONS**

Proposals submitted in response to this solicitation shall be submitted in an original and two (2) copies. The proposals should be prepared in accordance with these instructions, providing all required information in the format specified.

1. Proposal Identification/Mailing - The proposal package should be clearly marked and sent to the address in block 9 of the RFP face page (Standard Form 1449) and marked:  
  
RFP No.: 52-DGBA-2-90006  
Attn: Bert Szymanski
2. These instructions prescribe the format of the proposal and describe the approach to be used in developing and presenting proposal information. They are designed to assure submission of all information essential to understanding and evaluating offerors proposals. The instructions permit inclusion of any additional data or information the offeror deems pertinent. The proposal shall consist of the sections described below. Clarity and completeness of proposal are of utmost importance. The proposal must be written in a practical, clear, and concise manner.
3. The offeror shall summarize the offer, highlighting the key elements of its proposal.

The offeror shall include a description of its approach and plans toward satisfying and supporting the requirements of this solicitation and shall indicate complete acceptance of the solicitation, requirements or specify any exceptions. Provide a clear table of contents with page number references.

4. The Technical Proposal shall be such as to enable the Government technical personnel to make a thorough evaluation and to arrive at a sound determination of whether the proposal meets the specification requirements. To this end, the Technical Proposal should be sufficiently specific, detailed and complete as to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements set forth in the Statement of Work. Proposals which merely paraphrase the requirements of the Government's Statement of Work or parts thereof, or use such phrases as "will comply" or "standard techniques will be employed" will be considered non-compliant with this request for proposal and may not be considered further. If a subcontractor is to be utilized, the Offeror shall submit all pertinent information pertaining to that subcontractor.
5. The Proposals submitted in response to this RFP must address each of the major evaluation elements. Elaborate brochures, binders and the like are neither required nor desired. Legibility, clarity, and completeness are important.

#### D.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

a. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be the most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Capability and Experience  
Past Performance  
Price

The above listed technical evaluation factors are equal in importance. Technical and Past Performance when combined are slightly more important than Price.

b. Options - The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

c. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offeror, shall result in a binding contract without further action by either party. Before the offeror's specified expiration time, the Government may accept an offer

(or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

#### D.4 BASIS FOR AWARD

The proposal shall be evaluated to determine if it complies with the requirements of Sections A and D of the solicitation. The offeror is advised that in making the award decision, technical proposals will be evaluated on a "best value" basis including options, giving due consideration to price, technical capability, and past performance. Technical capability and past performance are slightly more important than price. However, the closer proposals are in terms of technical capability and past performance, the more important price will become. The Government reserves the right to award without negotiations.

#### D.5 FIRM FIXED PRICES

To be considered acceptable under the solicitation, the offeror must offer fixed prices for the item(s) being procured.

#### D.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FEB 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose

management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_\_

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees    Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in

disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not

exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.



(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement-- Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
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_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph

(g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
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_____	_____
_____	_____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

LINE ITEM NO.
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_____
_____
_____

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy

American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program": Canadian or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
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_____	_____
_____	_____

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
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_____	_____
_____	_____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [ ] are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

#### D.7 DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

I. PURPOSE: To implement the requirements of Executive Order No.12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer.

#### II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102. A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day

on which the Department is open.

### III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Ms. Helen Hurcombe  
Director of Acquisition and Grants  
1305 East West Highway  
SSMC4  
Room 4162  
Silver Spring, MD 20910  
FAX No. 301-713-0219

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Contract Law Division  
Office of the Assistant General Counsel for Finance and  
Litigation  
Department of Commerce, Room H5882  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230  
(FAX Number 202-482-5858)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest.

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the contracting officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

#### Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) the supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the

award promptly, or

(iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the contracting officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

(i) contract performance would be in the best interest of the United States, or

(ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

#### IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract,
- (2) re-compete the requirement,
- (3) issue a new solicitation,
- (4) refrain from exercising options under the contract,
- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

#### D.8 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSAL

##### General information

a. Proposals submitted in response to this solicitation must be in two volumes: Volume 1, the Technical Proposal must be submitted in an original and three copies. Volume 2, the Price Proposal must be submitted in an original and three copies. Each of the volumes must be separate and complete in itself so that evaluation of one may be

accomplished independently from the evaluation of the other. The proposal should be prepared in accordance with these instructions, providing all required information in the format specified.

b. Proposal Identification/Mailing - Offerors should assign an identifying number to their proposal. The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be clearly marked and sent to the address shown in Block 9 of the RFP page (Standard Form 1449) and marked:

RFO No.: 52-DGBA-2-90006  
Closing Date: (As specified in Block 8 of the SF1449)  
Attention: Bert Szymanski

### Volume 1 - Technical Proposal Instructions

The offeror shall submit a technical proposal that addresses the following areas in accordance with the requirements of the solicitation.

#### **Section 1 - Technical Capability and Experience**

a. Offerors should provide a detailed description of their capability and experience in the hotel industry and event planning.

b. Provide detailed description of prior experience in facilitating conferences that are equal in magnitude and similar services.

c. Provide a floor plan that clearly indicates what space will be used for the conference facilities, receptions, etc., as described in the SOW.

d. Provide a menu that includes all selections available to the Government for the food and meal events as described in the SOW.

e. Provide a description of the available required audiovisual and communications equipment as described in the SOW.

f. Provide a resume(s) for the key personnel who will be assigned to manage performance and supervise the work under this contract. Information is required that will show general qualifications and recent experience with similar projects or contracts.

g. Discuss how you propose to maintain coordination with Government representatives to assure maximum effectiveness and minimum interference with Government operations.

h. Address, at a minimum, the following areas: orientation with Government representatives; cutoff dates for the Government i.e., reservations, menu selections,



guarantees, etc., and subcontractor, if applicable.

i. Describe all lines of authority, including supervision; the authority delegated to the Conference Coordinator; and assignment of responsibility for the contract effort.

j. Provide confirmation that the required block of standard rooms (see #4 of SOW) will be available as indicated in the Statement of Work.

## **Section 2 - Past Performance**

a. The offeror should provide a detailed description of at least the most recent five contracts or subcontracts completed during the past three years that are equal in magnitude and consist of similar services. Contracts listed may include those entered into by the federal Government, agencies of state or local government and commercial customers. Offerors that are newly formed entities without prior relevant contracts should list contracts or subcontracts as required above for all key personnel proposed.

b. The offeror should provide information on problems encountered on contracts or subcontracts identified in paragraph (a) above, and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts. General performance will be obtained from the references.

c. The offeror should describe any quality awards or certifications that indicate the offeror possesses a high quality process for providing the requirements as stated in the Statement of Work. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

d. Each offeror will be evaluated on their performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror relative ranking will be compared to assure the best value to the Government. The Government will focus on information which demonstrates quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offeror's past performance.

e. Offerors should send their listed private sector references a letter authorizing the references to provide past performance information to the Government, upon request.

f. Offerors should include in their proposal the written consent of their proposed subcontractor to allow the Government to discuss the subcontractor's past performance with the offeror during negotiations, if applicable.

## Volume 2 - Price Proposal Instructions

The Price Proposal should be in Volume 2, and completely separate from the Technical Proposal (Volume 1) and prepared in accordance with the following instructions.

- a. Submit a completed and signed Standard Form 1449, and acknowledgment of any solicitation amendments.
- b. Complete Section A.1 Price Schedule of this solicitation. The proposed price must include all of the costs associated with each item number. If there is no price associated with an item number "N/C" (no charge) should be inserted in the unit price column.
- c. Provide room rate information including any applicable discount.
- d. Provide completed Representations and Certifications at FAR 52.212-3.